

Request for Price (RFP) Bid for Professional Contracting Services for the Union County Providence Community Center Wind Retrofit

The Union County Board of County Commissioners has extended the acceptance of bids for the Wind Retrofit of the Providence Community Center. The extended deadline due date: Monday, June 30, 2014. Those who previously submitted a proposal do not have to resubmit a new bid.

RFP Bid Issue Date: May 29, 2014

RFP Bid Number: 14HM-6B-03-73-01-393

RFP Bid Due Date: June 30, 2014

RFP Bid Due Time: 4:30 pm

Deliver RFP Bid to: Union County Clerk of Courts
Attn: Justin Stankiewicz, Chief Financial Officer
15 NE 1st Street
Lake Butler, Florida 32054

Term of the Contract: The period of performance for the scope or statement of work must be completed before **March 31, 2015**.

The RFP Bid price ***quote cannot exceed a total figure of \$24,960.00*** and it must include contracting services (labor, materials, equipment, tools, transportation), designs/plans, and permitting fees.

Contracting Officer: Justin Stankiewicz

Procurement Representative: John R Walker

The following outlines the specifics for this RFP Bid:

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Section 1 – Specific Terms and Conditions

Section 1.1: Purpose

The purpose of this solicitation is to retain a vendor to provide professional contracting services for the Providence Community Center Wind Retrofit Project. The Consultant shall complete projects and efforts as detailed in the summary scope of work in Section 2 of this Request for Price Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing via e-mail to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted three days prior to the Request for Price Bid due date.

John R. Walker, Emergency Management Director
58 NW 1st Street
Lake Butler, FL 32054
Phone: (386) 496-4300
Fax: (386) 496-3226
Email: walkerjr@unionsheriff.us

No answers given in response to questions submitted shall be binding upon this solicitation unless it is released in writing as an addendum to the solicitation by the Union County Board of County Commissions Office.

Section 1.3: General information

Bidders shall be licensed pursuant to appropriate laws, rules and regulations of the State of Florida and the Union County Emergency Management shall submit evidence that they hold license of proper classifications in full force and effect at the time the plans are obtained.

Only bids written in ink or typed and properly signed by a member of the firm or authorized representative will be accepted. Pencil and/or photocopied figures or signature will disqualify the bid.

Union County reserves the right to reject any or all bids or any part thereof and/or to waive the information if such is deemed to be in the best interest of Union County. The county also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

A copy of the current Florida State Board Contracting License should be included with the bid submission.

Section 1.4: Price

The price quoted for the work shall be stated in figures. In the event there is a difference in the unit price and totals, the unit price shall prevail.

All prices for purchases by Union County BOCC of supplies and materials shall be quoted in the unit of measure specified and shall be exclusive of State and County taxes. Also, Union County BOCC is exempt from paying sales tax.

The price quoted in the Request for Price Bid to supply labor, materials, (including freight, delivery and handling charges for the materials) to Union County BOCC shall include all costs necessary for the complete performance of the work in full conformity with the conditions of the contract documents, and shall include all applicable licenses and permit fees. In addition, the County reserves the right to return an order or in part if the merchandise is not in compliance with the bid specifications. Pick up and returns will be made within 48-hours of notification at no charge to the County or its agencies.

Submit the following:

- Unit cost figure(s) for materials, labor, permits and any other associated cost with the project
- A total cost figure to complete the entire project.

Enter the material, labor and other cost figures in the RFP Bid form, Appendix A.

Section 1.5: Qualifications Format

The qualifications submitted must address the following major topics in the following order:

1) General information on the firm:

- Firm(s) name, business address, telephone, and facsimile numbers, email, Federal Identification Number, contact name and the location of any branch offices of the firm and any subcontractors that may be utilized to provide services to the County.
- The contractor must be properly licensed and insured to perform all functions necessary to provide an operable facility at the conclusion of construction. A copy of the following insurance documents should be included.

2) Approach - A general statement of the firm's approach with particular focus on distinguishing characteristics or services.

3) Work Proposed to be Performed - A discussion of the firm's general understanding of the scope of work to be provided and the major work tasks to be performed.

4) Key Personnel - Person(s) assigned to the project

- The request for qualifications must include information about the firm's personnel, stating their proposed role in this project, education, title, related qualifications, past relevant experience and the date in which that person joined the firm.
- The qualifications package shall specifically identify the personnel assigned.
- Submit a statement of qualifications, demonstrating experience and previous projects successfully completed.
- Statement on if the previous projects were completed on time and within budget.

5) Relevant Experience - A statement of the firm's past appropriate experience, including a brief description of the project, the client's name, address and telephone number. Also provide a description of the firm's exact responsibilities on the project, and clarify whether this project is an example of the firm's experience or an individual's experience.

Section 1.6: Key Contractor Personnel

In submitting a Request for Price Bid, the vendor is representing that each person listed or referenced in the Request for Price Bid shall be available to perform the services described for the Union County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.7: Method of Award – Criteria Selection

Union County will form a selection committee to evaluate the submitted qualifications. The County will evaluate the qualifications based on criteria listed below. Award will be made to the vendor who submits the overall Request for Price Bid that is judged to provide the highest quality value to the County.

Request for Price Bids will be evaluated based upon the following criteria:

1. Qualifications, capabilities and resources of the firm.
2. Qualifications of the proposed personnel.
3. Proposed materials and plans to accomplish task.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written Request for Price Bid to these instructions with

regard to the Scope of Work.

7. Other relevant criteria (see below).

The selection committee will rank the firms and may invite those firms to present in front of the committee. Presentations are not mandatory and will be left up to the sole judgment of the selection committee.

Once a firm is selected, the County will negotiate a contract with the highest-ranking firm. Should the negotiations with the highest-ranking firm be unsuccessful, the County will enter into negotiations with the second highest-ranking firm. The final negotiation contract and fees will be subject to approval by the Union County Board of County Commissioners.

Other relevant selection criteria:

Design Ability - Experience and expertise in contracting services of the professional firm specifically in building code designs and expertise of the assigned staff; Project Management and scheduling plan to be utilized; current and projected work load and capability of commencing work within five days of issuance of a Notice to Proceed.

Research Potential – Capability to undertake appropriate research to resolve design problems specific to the needs of the program or project under consideration.

Program Responsiveness – Previous experience that demonstrates success in completing projects consistent with program schedule, budget and technical requirements, and that indicates the ability to complete the proposed project in a manner that is responsive to the specifics of the program.

Production Capability – Evidence of ability to perform all phases of the work, to produce documents of superior quality and to meet the completion schedule of each phase.

Coordination and Supervision – The firm must provide evidence that they can provide experienced staff and timely support during the project.

Proximity to the Union County – The firm should be located in a close proximity to Union County or be willing to establish a local office.

Quality of Work – The firm should be capable of completing the project in a timely manner with accuracy and thoroughness.

Section 1.8: Term of the Contract

The period of performance for this project **must be completed before March 31, 2015.**

Section 1.9: Delivery of Solicitation Response

To be considered for award, a bid or **Request for Price Bid must be received and accepted in the Union County Clerk of Courts office prior to or on the date and time established within the solicitation (June 30, 2014 at 4:30 pm).** Request for Price Bids received but not properly

sealed and marked will not be considered. The respondent may submit the Request for Price Bid in person, by mail or by courier. Respondents who utilize courier service packing and shipping materials should place the Request for Price Bids in a sealed and labeled envelope or box inside the courier supplied shipping materials. Electronic or faxed copies will not be accepted. Request for Price Bids received after the established deadline will not be considered.

To facilitate processing, the face of the envelope or box containing the Request for Price Bids shall state in capital letters:

“SEALED REQUEST FOR PRICE BID – REQUEST FOR PROFESSIONAL CONTRACTING SERVICES – TO BE OPENED (July 2, 2014) 9:00 AM, EST”

Deliver **three** sealed copies of the request for price bid (in a single package) to:

Union County Clerk of Courts
Attn: Justin Stankiewicz, Chief Financial Officer
15 NE 1st Street
Lake Butler, Florida 32054

Upon opening, the Request for Qualifications become Union County property, will not be returned and become “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

The County encourages participation by Minority and Women Business Enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their Request for Price Bid.

Union County is an equal opportunity employer and as such, firms doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

Section 1.10: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within 5 working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins. The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the

certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

Insurance Documents	
Prior to commencing any work on the project, Certificates of Insurance will need to be submitted and approved, and Union County and the Board Of County Commissioners shall be named as an additional insured.	
Schedule	Limits
Commercial General Liability – Occurrence Basis Only Including Premises – Operations Products Completed Operations Blanket Contractual Liability Blanket, X, C, U Hazards Independent Contractors	\$1,000,00 Per Occurrence \$2,000,000 Aggregate \$2,000,000 \$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Automobile Insurance (All autos – owned, hired & non-owned)	\$1,000,000 Combined Single Limit
Workers Compensation & Employer's Liability	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 Each Employee/Disease

Union County and the Board of County Commissioners shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificate holder shall be:

UNION COUNTY and the BOARD OF COUNTY COMMISSIONERS
Lake Butler, Florida 32054

The certificate(s) of insurance shall provide for a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is that any such notice is provided within the stated timeframe to the certificate holder. If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County. The Vendor shall be responsible for subcontractors and their insurance. Subcontractors

are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses. The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.11: Disqualification of Bidders

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public works, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.013, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The selected respondent shall be required to execute a Truth-in-Negotiation Certificate. Failure to secure and/or maintain the necessary licenses, permits and insurance shall disqualify the selected vendor.

Section 1.12: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.13: Method of Payment - Periodic Invoices For Completed Purchases

The selected firm or vendor will enter into a contract with the Union County Board of County Commissioners that will include hourly rates, invoicing, reporting and payment requirements in addition to other provisions required by the County.

The vendor(s) shall submit invoices to the Union County Emergency Management (EM) Department after the scope of work has been completed.

In addition to the general invoice requirements set forth below, the invoice(s) shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the EM Department at the time the service and /or work product were delivered and accepted. Submittal of these invoice(s) shall not exceed 30 calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate EM representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Compensation for work to be performed outside the scope of this RFP Bid will be subject to negotiation and execution of a Contract Change Order.

Section 1.14: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- ✓ All persons employed by the vendor during the term of the contract to perform employment duties within Union County; and
- ✓ All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.15: Contract Award

Union County reserves the right to accept, at its sole discretion, those Request for Price Bids which it considers to be most favorable to the County's interests, to negotiate, or to re-advertise. Those firms considered being best able to provide the required services would be notified of the time and place for discussions.

The successful Bidder will receive a written notice of award via fax, email, or letter to the address shown on the Request for Price Bid that his or her bid has been accepted and awarded the Contract. No award will be made to any Contractor until their certificates of insurance has been submitted to the Union County BOCC.

Section 2: Statement or Scope of Work

Section 2.1: Scope of Work

Protect the entire envelope of the Union County Providence Community Center, 8562 Southwest 45th Court, Lake Butler, Florida 32054 by installing impact resistant shutters on the windows, impact resistant doors, and a new roof. The selected firm will provide roof designs and construction plans, and contract or furnish all labor, materials, equipment tools, transportation, and supervision as indicated in the drawings and specifications.

Details:

- Remove the existing asphalt shingle and install a 30-year Architectural Asphalt Shingle Roof with installation of hurricane clips.
- The design criteria will be for a 120 mph wind load.
- Install exterior hurricane storm barriers .035 wire mesh on 13 windows (36 " x 40 ") and two doors.
- The product must meet the highest engineering rating of (Class A), and Florida Product Approval Numbers (Miami-Dade PA 201, 202, and 203).

Section 2.2: Requirements for Vendor Selection

The selected vendor:

- must be a licensed and qualified Florida contractor;
- ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects;
- have a current and valid occupational license/business tax receipts issued for the type of services being performed;
- agree to perform the contracted work in a safe and secure worksite environment;
- and complete the work in accordance with applicable codes and standards.

All installations will be done in strict compliance with the manufacturer specifications and Florida Building Codes Specifications.

Section 2.3: Building Details on the Providence Community Center

The building details on the Community Center are as follows:

Providence Community Center Details
Original Structure Constructed In 1975
Building: 2152 Actual Square Feet (based on exterior building dimensions); exterior walls – CB Stucco

Section 3: Submission Instructions and Requirements

The Union County Board of County Commissioners (BOCC) requests for contracting professionals to submit written statements of qualifications for providing services for the following proposed project located at:

Union County Providence Community Center Wind Retrofit
8562 SW 45th Court
Lake Butler, Florida 32054

Each Request for Price Bid shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP Bid. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content. The page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

To facilitate analysis of its Request for Price Bid, the proposer shall prepare its RFP Bid in accordance with the instructions outlined in this section. If the RFP Bid deviates from these instructions, such Request for Price Bid may, in the County's sole discretion, be rejected.

Request for Price Bid submission instruction list:

- ✓ Three complete copies of the Request for Price Bid submitted by the vendor shall be sealed and delivered to the County Clerk of Courts Office no later than the official Request for Price Bid due date and time. Any Request for Price Bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP Bid including, without limitation, costs for product and/or service demonstrations if requested. When you submit your Request for Price Bid, you are making a binding offer to the County.
- ✓ Follow the guidelines and format in Section 1.5: Qualifications Format.
- ✓ Complete all details in Appendix A.
- ✓ Attach a copy of the firm's current Florida State Board Contracting License with the appropriate board governing the discipline offered. If the firm is a corporation, it must be properly chartered with the Department of State to operate in Florida. Include a copy of the charter and current certification that all fees and filings are current.
- ✓ Statement of Interest – to be submitted on the firm's letterhead and include the following:
 - Concisely state the firm's understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP Bid under this tab.

- The signature on the statement shall be that of a person authorized to represent and bind the firm.
- ✓ Proposed Approach and Process
 - Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.
- ✓ Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP Bid document or the associated appendix.
- ✓ Proposed Personnel - Brief resumes may also be attached in addition to completing Appendix A.
- ✓ References - Provide at least 3 similar and verifiable work efforts performed by your firm within the last 3 years. Examples should best illustrate current qualifications relevant to this project.
- ✓ Pricing/Certifications/Signature Forms. Complete Appendix A of this solicitation with all entries completed.
- ✓ Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- ✓ Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.
- ✓ Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Request for Price Bid. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.
- ✓ Follow the guidelines in Section 1.9: Delivery of Solicitation Response

Section 4: General Terms and Conditions

ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply may result in termination of the contract for default.

CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

CHANGE OF REQUEST FOR PRICE BID

Changes to Request for Price Bid- Prior to the scheduled due date, a proposer may change its Request for Price Bid by submitting a new Request for Price Bid specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Request for Price Bid.

COLLUSION

Where 2 or more related parties, as defined herein, each submit a Request for Price Bid for the same contract, such Request for Price Bids shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Request for Price Bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Request for Price Bids found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid submissions shall be in ink or typewritten and signed by a member of the firm or authorized representative will be accepted.

CONTENTS OF SOLICITATION AND PROPOSERS RESPONSIBILITIES

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

GOVERNING LAWS

The laws and regulations of the State of Florida, and UNION County, Florida shall govern the interpretation, effect, and validity of any contract(s) resulting from this solicitation. Venue of any court action shall be in Union County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

INCURRED EXPENSES

This RFP Bid does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a Request for Price Bid, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents,

servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a Request for Price Bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP Bid, which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract SECTION billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a

reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP Bid shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP Bid shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

SUPPLIER ACCESSIBILITY

The County must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the County.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon 30-days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

WITHDRAWAL OF REQUEST FOR PRICE BID

Withdrawal of Request for Price Bid – A Request for Price Bid shall be irrevocable unless the Request for Price Bid is withdrawn as provided herein. A Request for Price Bid may be withdrawn, either physically or by written notice, at any time prior to the Request for Price Bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A Request for Price Bid may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**Appendix A – RFP Bid Form for the Subcontractor
(Union County Providence Community Center Wind Retrofit)**

Firm Information		
Firm Name		
Principal Contact/Title		
Street Address		
Mailing Address (if different)		
City, State Zip		
Phone		
Fax Number		
Email		
FEIN Number		
Year Firm was established		
Name of Individuals that will be performing the work (resumes can also be attached)		
State of Florida License # <i>(include a copy of the contracting license)</i>	#	
Is the Firm a Certified Minority Business Enterprise	Yes	No
Scope of Work		
Identify what work will be performed		

List of Materials and Costs			
Quantity	Description	Cost	Total
Labor Costs (including any equipment costs)			
Hours	Description	Rate	Cost
Any Other Costs Associated with the Project			
Hours	Description of Task	Rate	Cost
Total for Materials, Labor and any other Costs		\$	

CONTRACTOR

 Name and Title

 Address (must be a street address)

 City, State, Zip

By:

 Signature

 Date